NORTHWESTERN PACIFIC RAILROAD CO.
FLOOD BUILDING

W. S. PALMER
GENERAL MANAGER

SAN FRANCISCO, March 25, 1910.

Mr. N. P. Yost,

Mill Valley, Cal.

Dear Sir:-

Referring to proposition to build a spur track into your property at Mill Valley, I find that there will be practically no revenue to the Railroad Company other than that derived from transportation of lumber from vessel to your yard. This will not warrant the sharing by us of any expense for the construction of the track other than that which rests upon our own right of way, neither can we permit the spur to remain as at present within the limits of our right of way. We are likely in the near future to need a second track on such right of way, and cannot therefore, consistently place an industrial spur thereon.

I herewith send you blue print showing proposed location of a spur which will lie upon your own property. The Railroad Company will furnish the switch material, rail, etc., which lies within the limits of its right of way. We will bill against you for the value of the rail and other track material lying upon your land. We will also expect you to pay for the switch ties and cross ties under the tracks, as well as the labor of construction. This will make the cost of such track to you $379.90. The cost to the Railroad Company will be approximately $160. If you desire track put in on these terms, please sign the attached agreement covering the private siding, and return one copy to this office, retaining one for your files.

Yours truly,

W. S. Palmer

(Or. 3217. Req. 1770. 9-1-09. 500) Form 2656 (New)

NORTHWESTERN PACIFIC RAILROAD COMPANY

ESTIMATE AND AGREEMENT FOR PRIVATE SIDING.

March 24th, 1910.

Approximate estimate of cost of constructing spur Track 440 feet in length at Mill Valley for N. P. Yost

Approximate cost, ~~exclusive of grading~~ - - - - - - - - - - $538.92

Approximate cost ~~of grading~~ to N. P. Yost - - - - - - - - - - $380.00

Total, - - - - - - - - - - - - - - - ~~$538.92~~

W. L. Palmer
General Manager

March 24, 1910

To NORTHWESTERN PACIFIC RAILROAD COMPANY:

Whereas, it is desired by undersigned that a track located and described as above be constructed, agreement is hereby made and acknowledged to following terms:

1. Undersigned will pay cost of constructing above described track (rails, splices, bolts, switches, frogs, switch stands and connections to be furnished by and at the cost of Northwestern Pacific Railroad Company), whether such cost may be more or less than amount of foregoing approximate estimate.

2. Said track shall be under full control of Northwestern Pacific Railroad Company, and may be used at discretion of said Company for shipment or delivery of any freight, but the business of the undersigned shall always have preference.

3. All material in said track furnished at expense of Northwestern Pacific Railroad Company, whether in original construction or by way of replacements or repairs, shall be and remain exclusive property of Northwestern Pacific Railroad Company; and Northwestern Pacific Railroad Company shall keep said track in repair.

4. In case said track shall not be used by undersigned for period of one year, said Northwestern Pacific Railroad Company may, at its option, remove said track.

5. All goods shipped from or to said track by rail, routing of which is controlled, or may be reasonably held to be controlled, by or through undersigned, shall when forwarded, be over such railroads as may be selected by the Northwestern Pacific Railroad Company, provided rate of charge shall be as low as that from or to point in question by any other rail route.

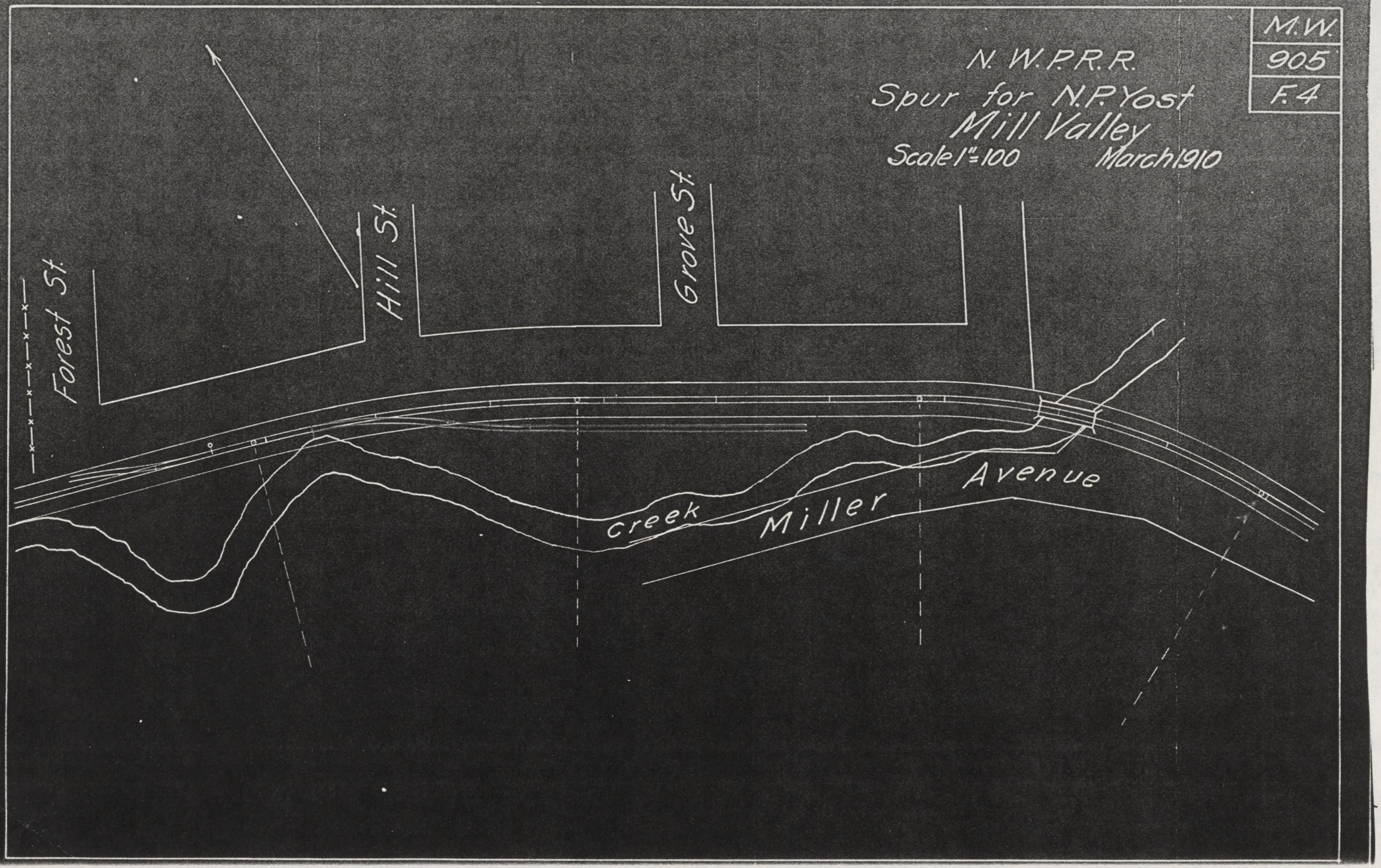
6. Undersigned will not pile, nor permit to be piled, any material, nor erect any house or platform, within four feet and eight inches of nearest rail of said track, nor within six feet of such nearest rail if pile, house or platform be higher than level of a car floor; in any case of breach of this obligation undersigned shall be held liable for all damages arising therefrom.

7. In all cases where at request of undersigned, or any agent of undersigned, car or cars shall hereafter be placed by Northwestern Pacific Railroad Company on said sidetrack, for any convenience of undersigned other than loading, undersigned hereby expressly agree.....that such placing of said car or cars shall constitute delivery of contents thereof to undersigned; and that Northwestern Pacific Railroad Company, its successors and assigns, lessors and lessees shall not be responsible for any damage to or loss of said contents by fire or any other cause whatsoever after such placing of said car or cars. When such car or cars shall have been placed as aforesaid for loading, no liability of Northwestern Pacific Railroad Company, its successors or assigns, lessors or lessees, whether as carriers or otherwise, shall begin until such car or cars shall have been switched by said Northwestern Pacific Railroad Company from said point to main line, for transportation.

8. Undersigned hereby release.....and agree.....to indemnify and save harmless said Northwestern Pacific Railroad Company, its successors and assigns, lessors and lessees, from all liability of whatsoever character, or resulting from any fire, howsoever caused, originating at any point on, or within 100 feet of any portion of center line of said private siding.

N. P. Yost

W. L. Palmer


M.W.
905
F.4
N. W. P. R. R.
Spur for N. P. Yost
Mill Valley
Scale 1" = 100
March 1910
Forest St.
Hill St.
Grove St.
Miller
Avenue
creek

Form 100 (Revised 2-12-13)

NORTHWESTERN PACIFIC RAILROAD COMPANY

TRACK ESTIMATE AND AGREEMENT FOR PRIVATE SIDING.

May 18th - - - - - - - - - - 19 15.

Approximate estimate of cost of constructing Spur Track 220 feet in length at Mill Valley, Cal., to serve N. P. Yost, as shown on attached blueprint MWSD X-701.

the location of said track or tracks being shown upon blue print map hereto attached and made a part hereof.

Salvage	4.46
Approximate cost, rails and fastenings, switches, frogs, etc. - - - -	$262.54
Approximate cost of switch ties, track ties, and structures - - - -	$106.00
Approximate cost of labor, exclusive of grading - - - - - - -	$152.00
Approximate cost of grading - - - - - - - - - - - -	$ 50.00
Industry, - Total Cost $308.00 - - - - - - - - - -	$575.00

W. L. Palmer
General Manager

To NORTHWESTERN PACIFIC RAILROAD COMPANY:

Whereas, it is desired by undersigned that a track or tracks located and described as above be constructed, agreement is hereby made and acknowledged to following terms:

1. Undersigned will furnish to Nortwestern Pacific Railroad Company without cost or rental therefor, necessary right of way for said tracks (said right of way being shown enclosed within red lines upon the blueprint map hereto attached and made part hereof), and will pay cost of constructing said tracks whether such cost may be more or less than amount of foregoing approximate estimate (rails, frogs, switches, switchstands and connections together with necessary splices, bolts, spikes and tie-plates to be furnished by and at the cost of Nortwestern Pacific Railroad Company).

2. Said tracks shall be under full control of Northwestern Pacific Railroad Company, and may be used at discretion of said Company for shipment or delivery of any freight, but the business of the undersigned shall always have preference.

3. All material in said tracks furnished at expense of Northwestern Pacific Railroad Company, whether in original construction or by way of replacements or repairs, shall be and remain exclusive property of Northwestern Pacific Railroad Company, and Northwestern Pacific Railroad Company shall keep said tracks in repair.

4. Undersigned will not pile, nor permit to be piled, any material, nor erect any house or platform, within four feet eight inches (4' 8") of outside of nearest rail of said tracks, nor within six feet of outside of such nearest rail if pile, house or platform be higher than level of a car floor; in any case of breach of this obligation, undersigned will indemnify the Nortwestern Pacific Railroad Company against all liability for loss, damage, injury and death arising therefrom.

5. In all cases where a car or cars shall hereafter be placed on said tracks for any convenience of undersigned other than loading, undersigned hereby expressly agrees that such placing of said car or cars shall constitute delivery of contents thereof to undersigned; and that Northwestern Pacific Railroad Company, its agents, successors and assigns, lessors and lessees, shall not be responsible for any damage to or loss of said contents by fire or any other cause whatsoever after such placing of said car or cars. When such car or cars shall have been placed as aforesaid for loading, no liability of Northwestern Pacific Railroad Company, its agents, successors or assigns, lessors or lessees, whether as carriers or otherwise, shall begin until such car or cars shall have been switched from said point to main line for transportation.

6. Undersigned hereby releases and discharges and agrees to indemnify and save harmless said Nortwestern Pacific Railroad Company, its agents, successors and assigns, lessors and lessees, from all liability for destruction of or damage to any property of the undersigned by fire resulting directly or indirectly from the operation of said tracks on business of undersigned by said Northwestern Pacific Railroad Company, its agents, successors or assigns, lessors or lessees.

7. ~~Xxxxx~~ Undersigned also agrees that in the event business handled over said spur for a period of 12 months from date shall not exceed 50% of estimate of $2,381.00 in revenues accruing to the Northwestern Pacific RR Co., the R.R.Co. shall have the privilege of removing said spur on 30 days written notice.

Witnesses

NOTE:—If an incorporated company, agreement should be executed by an authorized officer thereof and its seal affixed and attested by its Secretary, otherwise signatures should be witnessed.

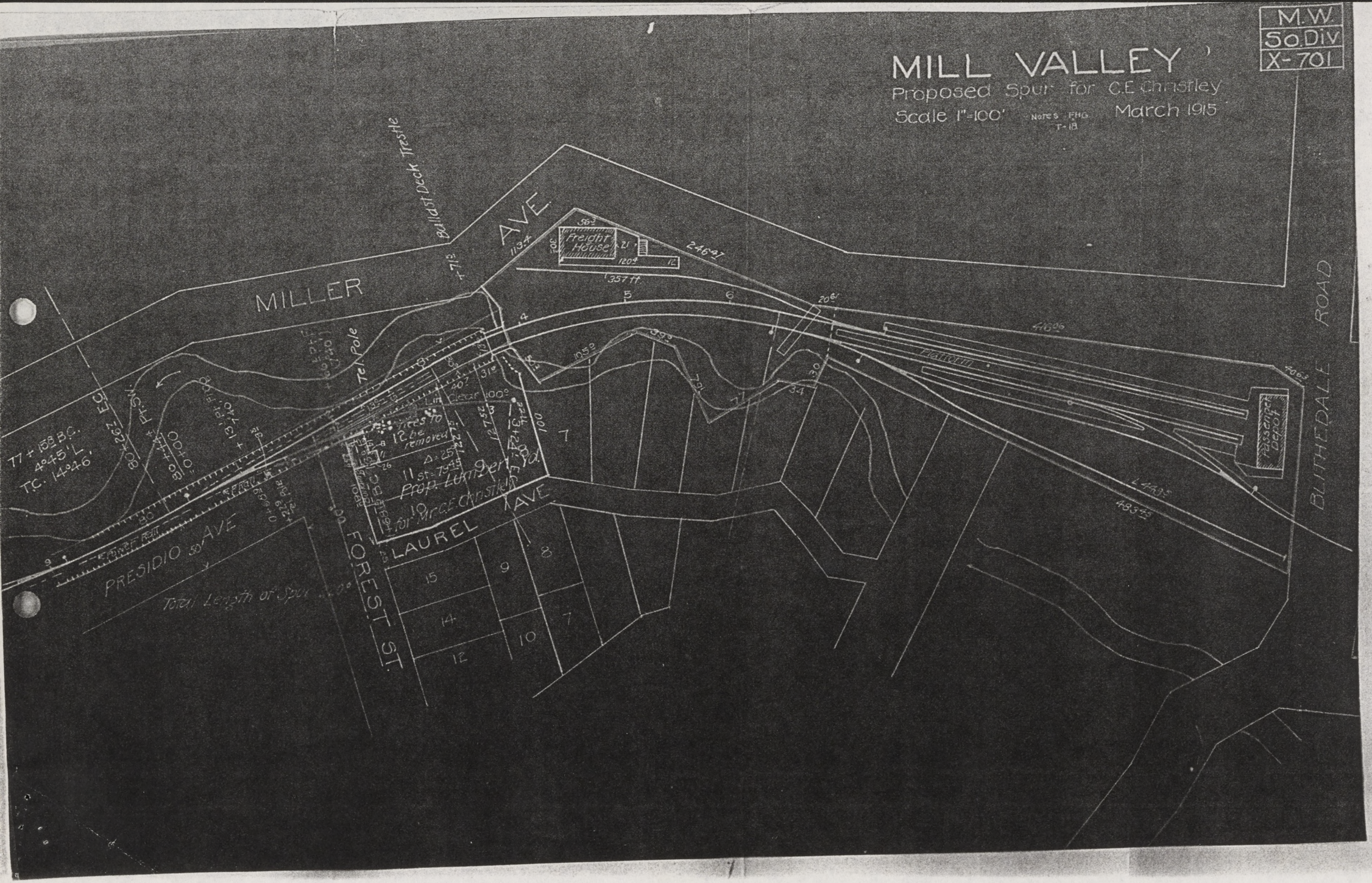
MILL VALLEY LUMBER CO.

X N. S. Yost

PRESIDENT

Attest: Chas. McCaya

SECRETARY


M.W.
So.Div
X-701
MILL VALLEY
Proposed Spur for C.E. Christley
Scale 1"=100'
March 1915
MILLER AVE
Billiard Lock Trestle
Tel. Pole
Freight House
1,357 ft.
Platform
Passenger Depot
BLITHEDALE ROAD
LAUREL AVE
PRESIDIO AVE
FOREST ST.
Total Length of Spur
Clear 100°
Trees to be removed
Prop. Lum. per Yd. for Mr. C.E. Christley
77+158 B.C.
4°45' L.
T.C. 1442.6'

NORTHWESTERN PACIFIC RAILROAD COMPANY
64 PINE STREET, SAN FRANCISCO

W. S. PALMER
PRESIDENT AND GENERAL MANAGER
H. G. JENKINS
ASSISTANT TO PRES. AND GEN'L MANAGER
M. L. GILLOGLY
INDUSTRIAL ASS'T TO PRES. AND GEN'L MGR.

March 7, 1922.

Mill Valley Lumber Company,

Mill Valley, California. Attention Mr. N. P. Yost

Gentlemen:

After making a thorough investigation of the conditions concerning the construction of the spur track serving your property at Mill Valley, we find that under existing rules and conditions it will be necessary for you to pay for maintaining that portion of the track which lies east by compass from the railroad right of way line; i. e., the railroad company will maintain that portion of this track which lies on its right of way, and you will be required to maintain that portion off of the railroad right of way.

Our records show that the rail and other material in the track off of the railroad right of way belongs to you.

At the present time certain repairs are necessary in order to place the track in proper condition for operation, and the estimated cost of such repairs is $60.00. If you will kindly sign the agreement which we sent you on October 11th, 1921, and favor us with your check for $60.00, we will make the repairs now necessary on that portion of the track which lies outside of the right of way. When the agreement is returned, we will eliminate from it that portion of the track

from the switch point to the railroad right of way by coloring the same in blue, and leaving that portion beyond the right of way line in red, as the agreement states that the industry will maintain that portion of the track shown in red.

Yours very truly,

M. L. Gillogly